

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
*Richmond Division***

SS Richmond LLC,

– and –

MK Richmond LLC,

Plaintiffs,

– against –

Christopher A. Harrison,

The C.A. Harrison Companies, LLC,

CAH Model Tobacco, LLC,

– and –

McKenzie Blake Development Company,  
LLC,

Defendants.

Case No. 3:22-cv-00405-DJN

**DECLARATION OF KEITH H. FORST  
IN SUPPORT OF PLAINTIFFS’  
MEMORANDUM IN SUPPORT OF  
PREJUDGMENT INTEREST AND  
ATTORNEYS’ FEES**

1. I, Keith H. Forst, am a partner at the law firm of Quinn Emanuel Urquhart & Sullivan LLP, attorneys for Plaintiffs SS Richmond LLC and MK Richmond LLC (“Plaintiffs”).

2. From the commencement of this litigation to the present, I have overseen all aspects of this case and have developed in-depth, personal knowledge of nearly every aspect of the case.

3. I submit this declaration in support of Plaintiffs’ Memorandum In Support Of Prejudgment Interest And Attorneys’ Fees. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently to them.

4. Attached as Exhibit A-1 is a true and correct copy of the Memorandum of Understanding signed by the parties in this case.

5. Attached as Exhibit A-2 is a true and correct copy of Quinn Emanuel's invoice to Plaintiffs for work performed to enforce the Settlement Agreement against Defendants Christopher A. Harrison, The C.A. Harrison Companies, LLC, CAH Model Tobacco, LLC, and McKenzie Blake Development Company, LLC ("Defendants") in June 2023.

6. Attached as Exhibit A-3 is a true and correct copy of Quinn Emanuel's invoice to Plaintiffs for work performed to enforce the Settlement Agreement against Defendants in July 2023.

7. Attached as Exhibit A-4 is a true and correct copy of Quinn Emanuel's invoice to Plaintiffs for work performed to enforce the Settlement Agreement against Defendants in August 2023.

8. The fees and expenses listed in each invoice include time billed by Quinn Emanuel attorneys and support staff on this matter, as well as standard expenses passed through to Plaintiffs.

9. Because Quinn Emanuel's attorneys typically use the common practice of "block billing" daily time entries, it was necessary to review each entry to ensure that the time billed for each entry was strictly related to enforcement of the Settlement Agreement.

10. To preserve any applicable privilege, these entries have been redacted where appropriate.

11. The billing rates included in the invoices reflect Quinn Emanuel's customary rates for similar legal services at the firm for attorneys of similar skill, experience, and reputation.

12. These fees also reflect the customary fee prevailing in Quinn Emanuel's legal community for similar legal services.

I declare under penalty of perjury that the above is true and correct. This declaration was executed on October 2, 2023 in Washington, DC.

/s/ Keith H. Forst

Keith H. Forst